



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Parks Canada Agency Bid Receiving Unit
National Contracting Services
111 Water Street East
Cornwall, ON K6H 6S2

Bid Fax: (877) 558-2349

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Parks Canada Agency

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Proposition à : l'Agence Parcs Canada

Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et travaux de construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires :

Issuing Office - Bureau de distribution :

Parks Canada Agency
National Contracting Services
111 Water Street East
Cornwall, ON K6H 6S2

Title - Sujet : RESUPPLY OF MISCELLANEOUS CARGO AND DIESEL FUEL TO GROSSE ILE AND THE IRISH MEMORIAL NATIONAL HISTORIC SITE OF CANADA	
Solicitation No. - N° de l'invitation : 5P300-19-0284\A	Date : December 13, 2019
Client Reference No. - N° de référence du client : n/a	
GETS Reference No. N° de référence du SEAG : PW-19-00899695	

Solicitation Closes - L'invitation prend fin : At - à : 14h00 On - le : January 28, 2020	Time Zone - Fuseau horaire EST - HNE
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F.O.B. - F.A.B. : Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/>		
Address Enquiries to - Adresser toute demande de renseignements à : Michel Marleau		
Telephone No. - N° de téléphone : 613) 938-5822	Fax No. -N° de télécopieur : ____-____-____	Email Address – Courriel : michel.marleau@canada.ca
Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : See Herein – Voir aux présentes		

TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :	
Address - Adresse :	
Telephone No. - N° de téléphone :	Fax No. - N° de télécopieur :
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Signature :	Date :

IMPORTANT NOTICE TO BIDDERS

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2018-05-22), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by email will not be accepted.

2.3 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **15 calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Technical bids will be evaluated against the technical evaluation criteria at **Annex E**

4.1.2 Financial Evaluation

SACC Manual clause A0220T(2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required at Annex C to Part 5 of the Bid Solicitation before contract award.

5.2.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must submit a list of names prior to award of a contract. Bidders must provide the information requested at Annex D to Part 5 of the Bid Solicitation.

5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2018-06-21), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1st, 2020 to March 31, 2023 inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michel Marleau
 Contracting Officer
 Parks Canada Agency
 National Contracting Services
 Chief Financial Officer Directorate
 111 Water Street East
 Cornwall ON K6H 6S2

Telephone: (613) 938-5822

E-mail address: Michel.Marleau@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

*** to be provided at contract award ***

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Representative's Name:		
Title:		
Vendor/ Firm Name:		
Address:		
City:	Province / Territory:	Postal Code / ZIP Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment– Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions - 2010C (2018-06-21), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex F, Insurance Requirements – Specific Requirements
- (f) the Contractor's bid dated _____ ***** to be inserted at contract award *****.

6.12 Government Site Regulations – A9068C

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

6.13 Insurance Requirements – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX A

STATEMENT OF WORK

Parks Canada Agency

Quebec Field Unit

RESUPPLY OF MISCELLANEOUS CARGO AND DIESEL FUEL TO GROSSE ILE AND THE IRISH MEMORIAL NATIONAL HISTORIC SITE OF CANADA



November 22, 2019

TABLE OF ANNEXES

Annex 1	Information about the dock at Grosse Île
Annex 2	General description of the typical cargo
Annex 3	Barrels. Diagram of metal pallets

1 Background

Grosse Île and the Irish Memorial National Historic Site of Canada measures about 2.8 km long by 0.8 km wide and is located in the St. Lawrence Estuary facing the municipality of Montmagny. In keeping with Parks Canada's mission to preserve and present the historic aspect of the site, it is important to maintain the existing infrastructure in good condition. To this end, every year Parks Canada needs to procure a supply of diverse construction materials, fuel for vehicles and other cargo. In addition, various systems on the island depend on the production of electricity. To ensure this production, the island must also be resupplied with fuel to run its generators. Grosse Île is accessible by sea and air, but large-scale provisioning is possible only by sea. The length of the airfield landing strip restricts the size of airplanes that can use it.

2 Contractor's mandate

The Contractor must be able to provide a ship or set of ships along with adequate equipment to efficiently load, transport, transship, and offload different equipment, machinery, vehicles, materials, gasoline in barrels and bulk diesel fuel. In accepting this contract, the Contractor agrees to conform to the sharing of responsibilities described in this specification and confirms that he thoroughly understands the roles and responsibilities of each stakeholder.

3 Requirements

The Contractor must satisfy all the compulsory technical evaluation criteria presented in the Annex E. The contractor must provide details, supporting documents and state how he will go about satisfying these criteria.

The Contractor must meet all Transport Canada requirements for maritime transportation including for the transportation of hazardous materials. The crew must hold all the training certificates required by Transport Canada.

The equipment and procedures used in fulfilling the mandate must conform to best practices and all regulations, standards and legislation in force, particularly those dealing with security standards, the care taken to avoid hydrocarbon spills and the cleanliness and maintenance of fuel tanks on the vessel used to deliver diesel fuel.

The Contractor must be able to carry out a typical resupply of 100,000 L of diesel fuel and 30 tonnes of cargo in a maximum of two round-trip voyages

4 Resupply

4.1 General

The Parks Canada Agency's need for cargo and fuel normally calls for two (2) or three (3) resupply trips annually. The Contractor must be able to meet this need for any type of load (cargo, diesel fuel or both). The type of load and the amount of cargo will be determined by the Parks Canada Agency one (1) month before the fixed resupply date. Any subsequent changes to this confirmation will not lead to major planning changes and will be provided on a weekly basis preceding the resupply. If a vehicle or cargo of more than 30 tonnes must be shipped, the Parks Canada Agency will notify the Contractor at least three (3) months in advance.

4.2 Diesel fuel

The needs for Type A coloured diesel fuel (winter grade) at Gross Ile are currently evaluated at about 200,000 L per year. It is normal to expect one or more deliveries in spring totalling about 100,000 L and one or more deliveries in fall also totalling about 100,000 L

It is important to note that the Type A coloured diesel fuel to be delivered may not be mixed in the ship's tanks with a different type of diesel fuel in order to not lose the specific properties of the Type A fuel. The shipper must therefore either provide dedicated tanks if available or else manage the volume in his main tanks to plan for them to be practically empty at the time of filling with Type A diesel for delivery to Grosse Île. The shipper must be able to guarantee that the tanks used to transport bulk diesel fuel to Grosse Île are clean and free of any type of contaminant (microbiological, particles, water, etc.), to the satisfaction of the Agency. The diesel fuel will be loaded directly at the Quebec City dock from tanker trucks. The Agency will be responsible for specifying a delivery date that is suitable for the diesel fuel supplier and the Contractor. On the delivery date itself, the Contractor will ensure coordination between the port, the supplier and the Contractor. The Contractor must be able to make his ship or set of ships and crews available for the resupply. Offloading at Grosse Île will be done through a pipeline that runs from the wharf to the main storage system. Information on the hose and coupler that the Contractor must provide, and on the dock at Grosse Île, is given in Annex 1.

A calibrated meter supplied and installed by the Contractor (who must provide a valid calibration certificate) must attest to the volume offloaded at Grosse Île. Any difference of more than 1% compared to the volume loaded must be credited by the Contractor to Parks Canada based on the price paid to the diesel supplier. The loaded volume will be the volume indicated on the diesel supplier delivery forms. If a calibrated meter is not available, the Contractor must be able to demonstrate to the satisfaction of the Parks Canada Agency how he proposes to confirm the amount of transferred fuel.

Parks Canada will require a maximum pumping time of 8 hours for the transfer of 100,000 L into the Grosse Île tanks. The Contractor must therefore have the equipment to support this requirement. Parks Canada may terminate the contract if the ship's equipment proves incompatible with this need. The pumping settings must at all times be within the operating limits and certification of the set of equipment used, to the satisfaction of Parks Canada.

4.3 Cargo

To carry out its restoration projects, the Parks Canada Agency must periodically procure diverse equipment and materials such as vehicles, plywood, asphalt shingles, cement bags on pallets, full barrels of gasoline, wood bundles, large bags of granular materials, etc. A list of equipment and materials, with their description, dimensions, weight and any other relevant information, will be provided to the Contractor by Parks Canada within the deadlines described in Section 4.1. The typical cargo is equivalent to about 30 pallets of 1.5 square metres each with an average weight of one metric tonne for a total of 30 metric tonnes. A general description of a typical cargo is presented in Annex 2. The barrels of gasoline will be mounted on steel pallets as shown in detail in Annex 3.

The Contractor must be able to provide a barge capable of transporting a maximum cargo of 100 metric tonnes, offering a surface of 200 square metres and able to transport one or more vehicles. Parks Canada will notify the Contractor of its need at least three (3) months in advance.

If the cargo needs are exceptionally greater than 100 tonnes but not more than 300 metric tonnes, the Contractor may need to make a trip with a larger barge. Parks Canada will notify the Contractor of its need at least three (3) months in advance. **However, this criterion is not compulsory. The Contractor may decide whether he wishes to offer this service by entering a price in Annex B (Basis of payment). If this service will not be offered by the bidder, do not indicate any price in your bid. If a price is submitted, Parks Canada may choose to award the trip through this contract or use another contractor.**

4.4 Outgoing material

Certain resupply operations for diesel fuel and cargo also include the handling and transportation of material leaving Grosse Île (construction waste, empty gasoline barrels, propane bottles, vehicle, etc.). The list of outgoing material to be brought back from the island will be provided to the Contractor under the same conditions as the list of the incoming cargo to the island.

5 Limitation of environmental risks

All transshipment operations must be carried out with great caution to limit handling risks and must comply with the latest standards in effect. The Contractor is responsible for ensuring the integrity of all his equipment in order to prevent any leak that could contaminate the environment.

6 Roles and responsibilities

6.1 Parks Canada responsibilities

- Put the diesel fuel supplier in contact with the Contractor to coordinate the delivery of diesel fuel by tanker truck to the Quebec City dock
- Deliver the cargo to the dock at Quebec City
- Maritime packaging adapted to transportation by ship or barge
- Recover items brought back from Grosse Île on the Quebec City dock
- Provide lift equipment (Merlo model 38.14) with operator on the wharf at Grosse Île to unload the cargo
- Identify resupply dates one month in advance (three (3) months when the cargo would exceed 30 tonnes or if a vehicle must be transported) and prepare a preliminary carrier manifest
- Weekly update of the carrier manifest

6.2 Contractor responsibilities

- Provide one or more ships, personnel and equipment to resupply on the dates identified by Parks Canada. Unfavourable weather conditions may require an adjustment of the resupply dates
- Make sure to satisfy all Transport Canada requirements for maritime transportation including for the transportation of hazardous materials. The crew must hold all the training certificates required by Transport Canada.
- Ensure that a typical resupply of 100,000 L of diesel and 30 tonnes of cargo will be carried out in a **maximum of two (2) trips**.
- Have the capacity to **pump the total 100,000 L of diesel at the Grosse Île dock in a maximum of 8 hours**
- Include in their bid and pay related expenses of the ship and/or the barge such as moorage, movements and services of the Port of Quebec
- Plan the schedule taking into account tides and specific characteristics of the Grosse Île dock. No supplemental expenses related to tides will be accepted
- Identify the wharf at Quebec City where the diesel fuel and cargo should be delivered by Parks Canada
- Provide the personnel, equipment and material for loading the diesel fuel and cargo at the Quebec City wharf. Provide and install the webbing, chains and slings needed to load and offload cargo and hold it in place on the ship
- If a **vehicle is to be transported, provide ramps** for the safe embarking and disembarking from docks at Quebec City and Grosse Île. Vehicles to transport may be of very different weights (car, 10-wheel truck, backhoe, etc.). The Contractor will be responsible for ensuring and demonstrating that the ramps have sufficient capacity.
- Provide a barge capable of transporting a maximum cargo of 100 metric tonnes and offering a surface of 200 square metres on three months' notice.

- Provide hoses for unloading diesel fuel at Grosse Île, long enough to connect to the pipeline connection point on the wharf located about 50 feet from the edge of the dock. A 3-inch female Camlock coupler must be used to connect to a 3-inch Type F male Camlock coupler at the pipeline connection point. The hoses must conform for the transportation of diesel fuel and must be in good condition. At least two weeks before the resupply date, the Contractor must provide a verification certificate attesting that the hoses were tested at a pressure of at least 150 psi within the 12 months preceding the resupply date.
- Guarantee that the tanks used to transport bulk diesel fuel to Grosse Île are **clean and free of any type of contaminant** (microbiological, particles, water, etc.), to the satisfaction of the Agency
- Validate the quantity of fuel transferred at Grosse Île.
- Plan the management of fuel volumes in ship tanks so that sufficient tanks are empty to allow them to be filled with Type A coloured diesel fuel required at Grosse Île without diluting Type A with seasonal vessel diesel
- Provide an emergency response plan for spills of petroleum products that is compliant and up to date
- If necessary, move cargo on the ship bridge or on the barge so that it is an acceptable distance from the edge of the dock at Grosse Île to allow the Merlo to pick it up based on its load capacity and without additional fee
- In the event of a petroleum products spill during the contract period, up to the connection point of the hose to the pipeline at Grosse Île, the Contractor must immediately notify Parks Canada and proceed, at his expense, to clean up and restore the site. The Contractor must provide all the personnel, material and equipment to restore the site as soon as possible
- Provide the cargo position map to ensure that the arrangement complies with stability and structural resistance criteria
-

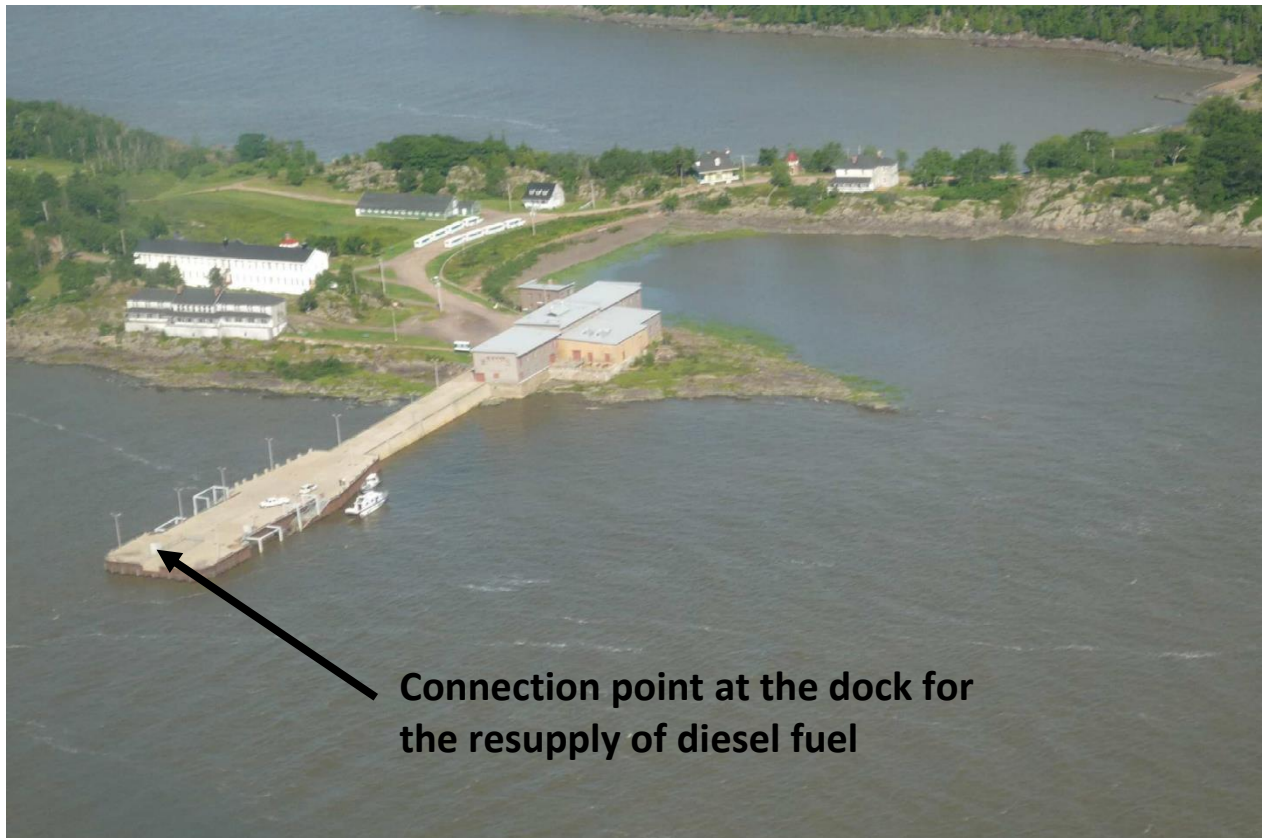
7 Price

The resupply price will be fixed and must include all expenses for administration, transportation, equipment, crew and other to meet the requirements of this specification. Only the loading and offloading hours, as specified at the bottom of the Basis of payment in Annex B (#item greater than 100) will be charged by the unit. All additional expenses arising from wait time at the dock for other reasons (such as tides and unloading of diesel at Grosse Île) may not be claimed. The total amount charged to Parks Canada for a resupply will be calculated in the same way as presented in the Basis of payment in Annex B. The hours charged will be hours that are really used.

Before submitting a bid, the contractor is responsible to enquire about the sites and the existing work conditions. No supplemental expenses for special equipment related to a lack of information will be accepted. All technical information needed before submitting a bid can be obtained through the contracting authority.

ANNEX 1: Information about the dock at Grosse Île

**DOCK AT
GROSSE ÎLE**



**Connection point at the dock for
the resupply of diesel fuel**

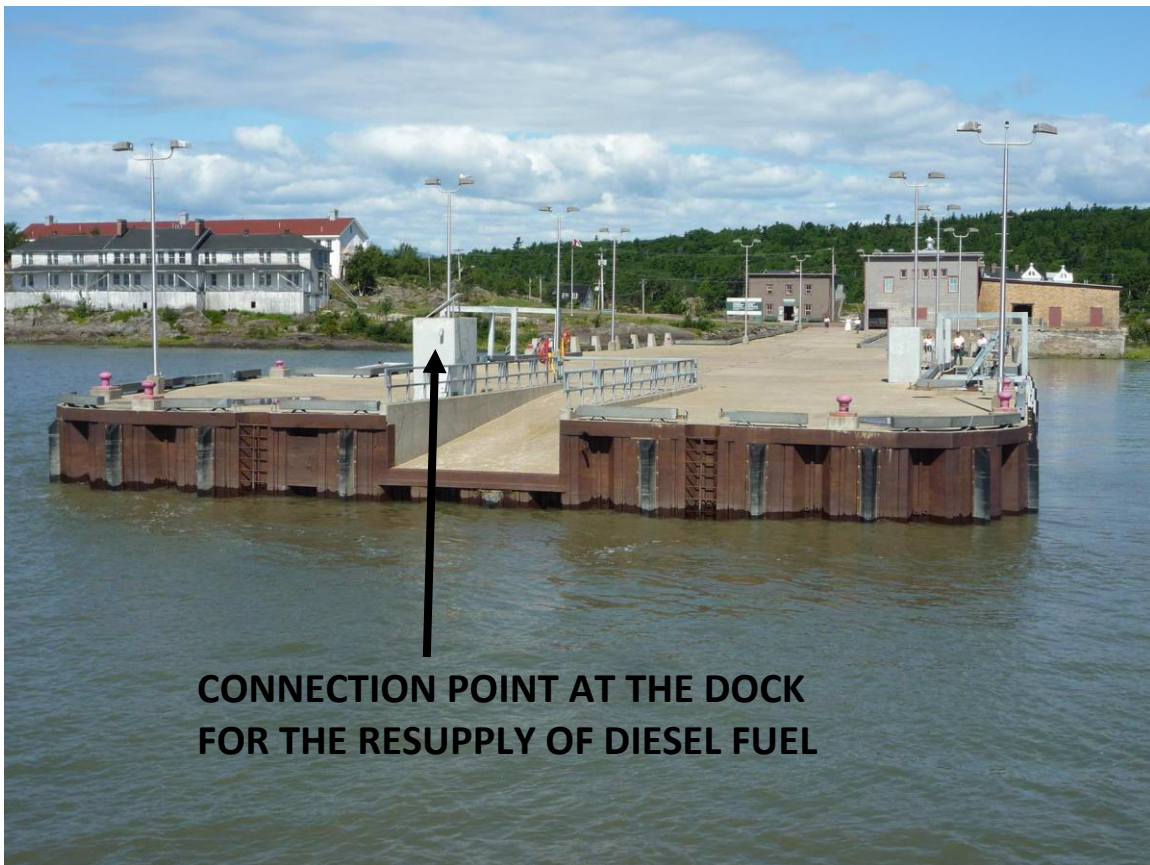
Connection point on the dock for the transfer of diesel fuel



3" Camlock coupler at the dock connection point



**Dock and access ramp at Grosse Île
(low tide and high tide)**

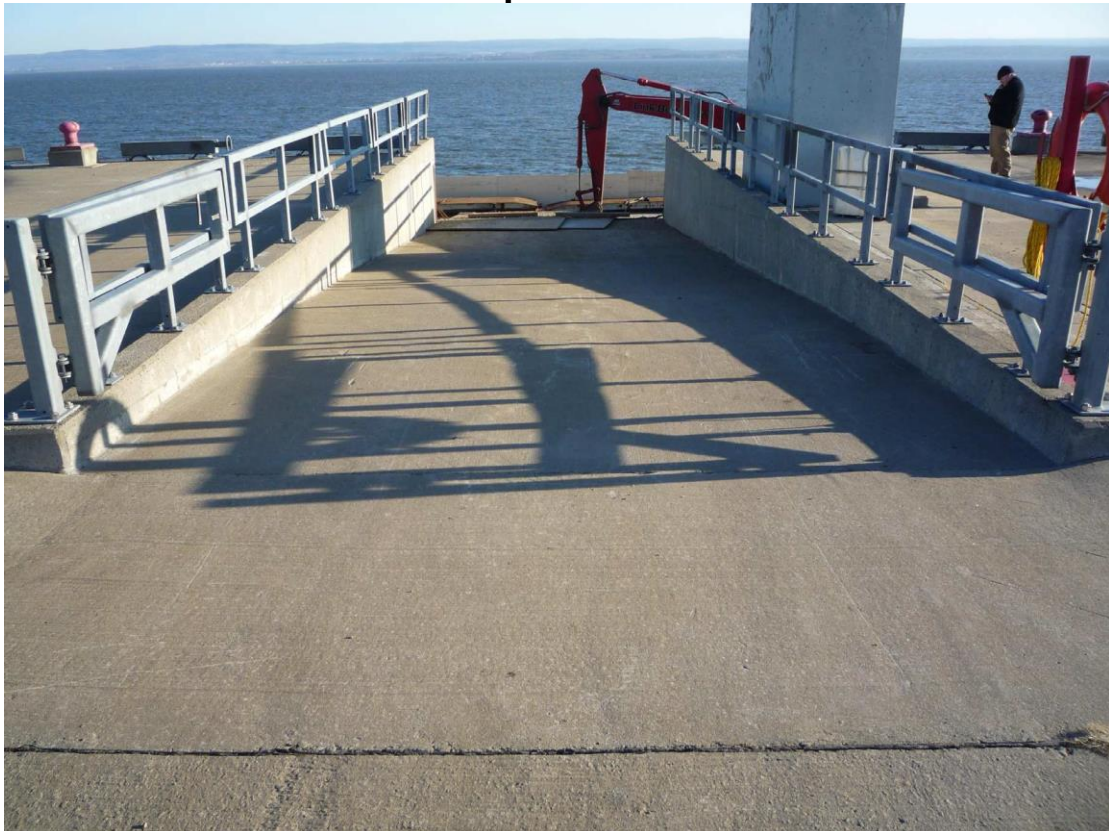


**CONNECTION POINT AT THE DOCK
FOR THE RESUPPLY OF DIESEL FUEL**

Ferry for visitors from May to October



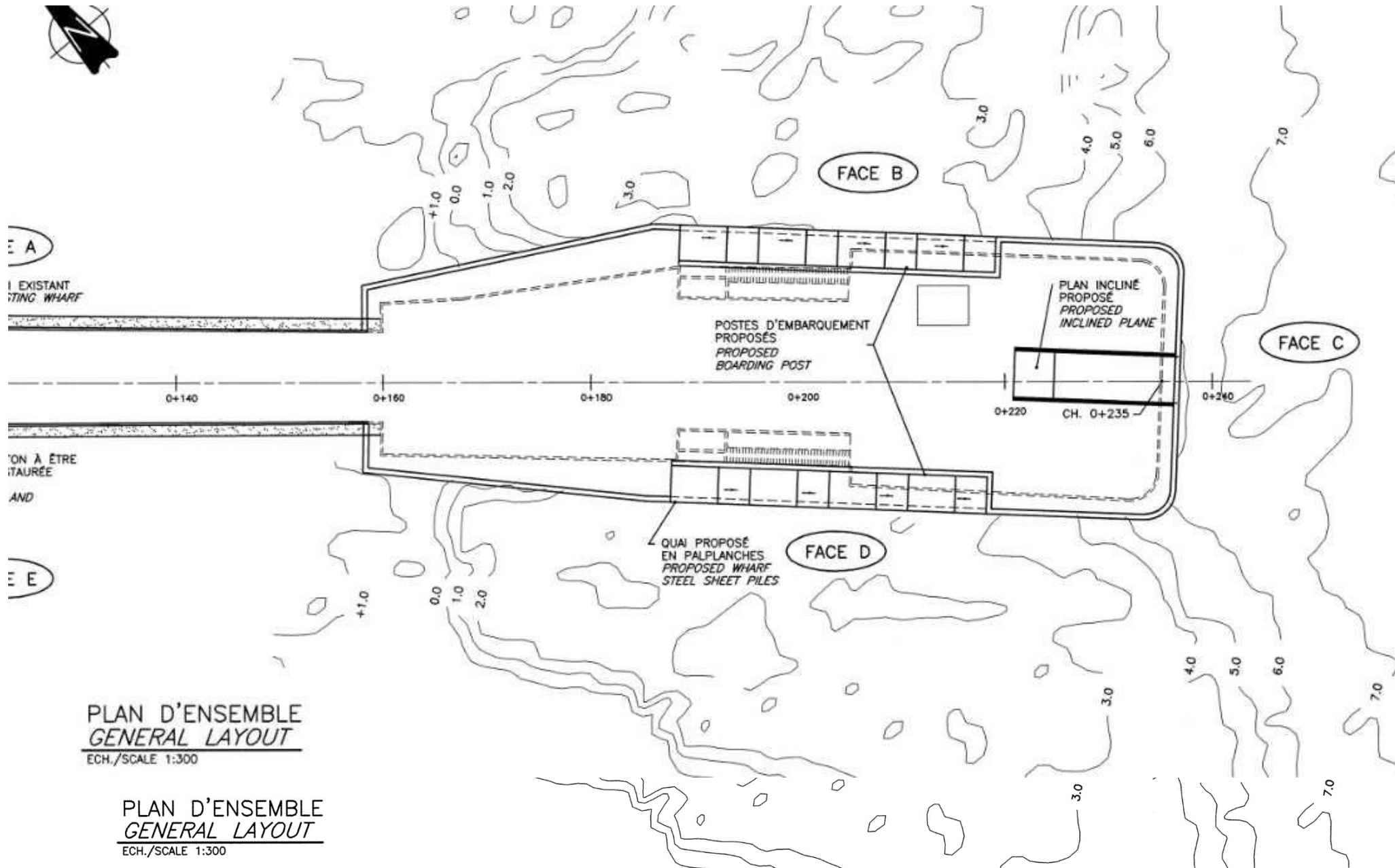
Access ramp seen from dock



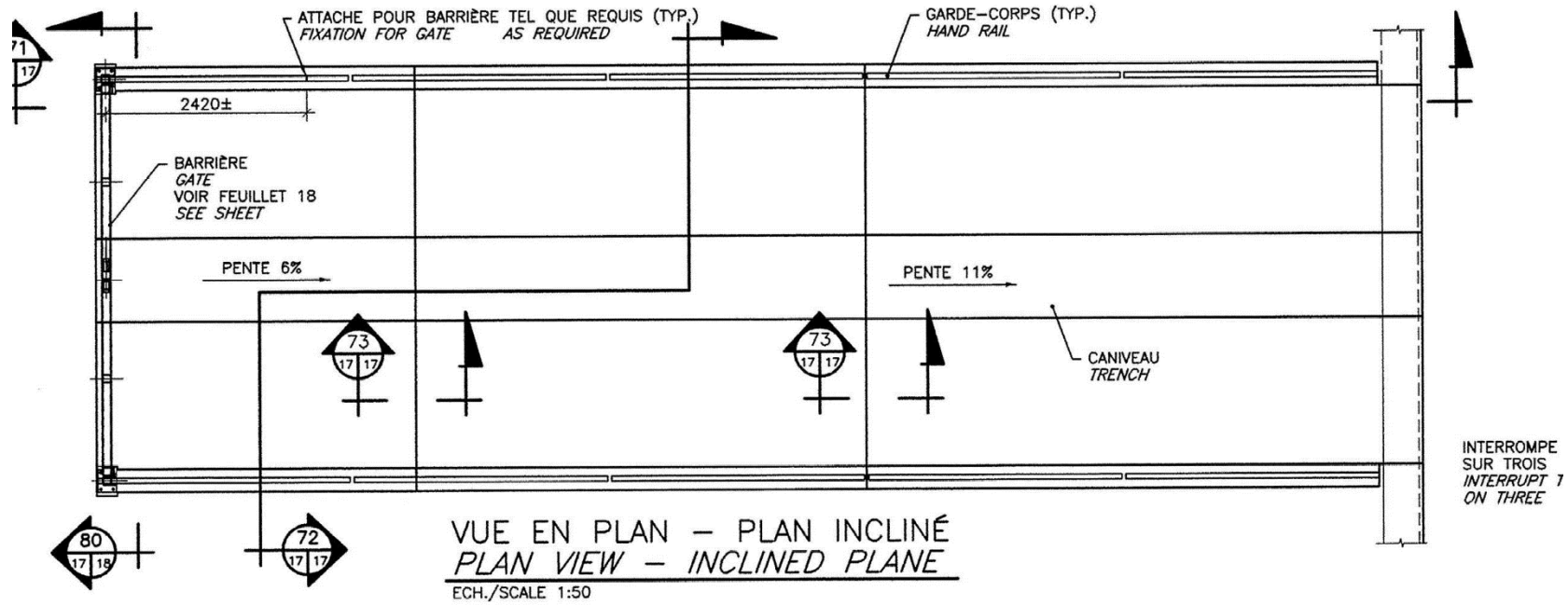
Location of Grosse île



Dock at Grosse Île

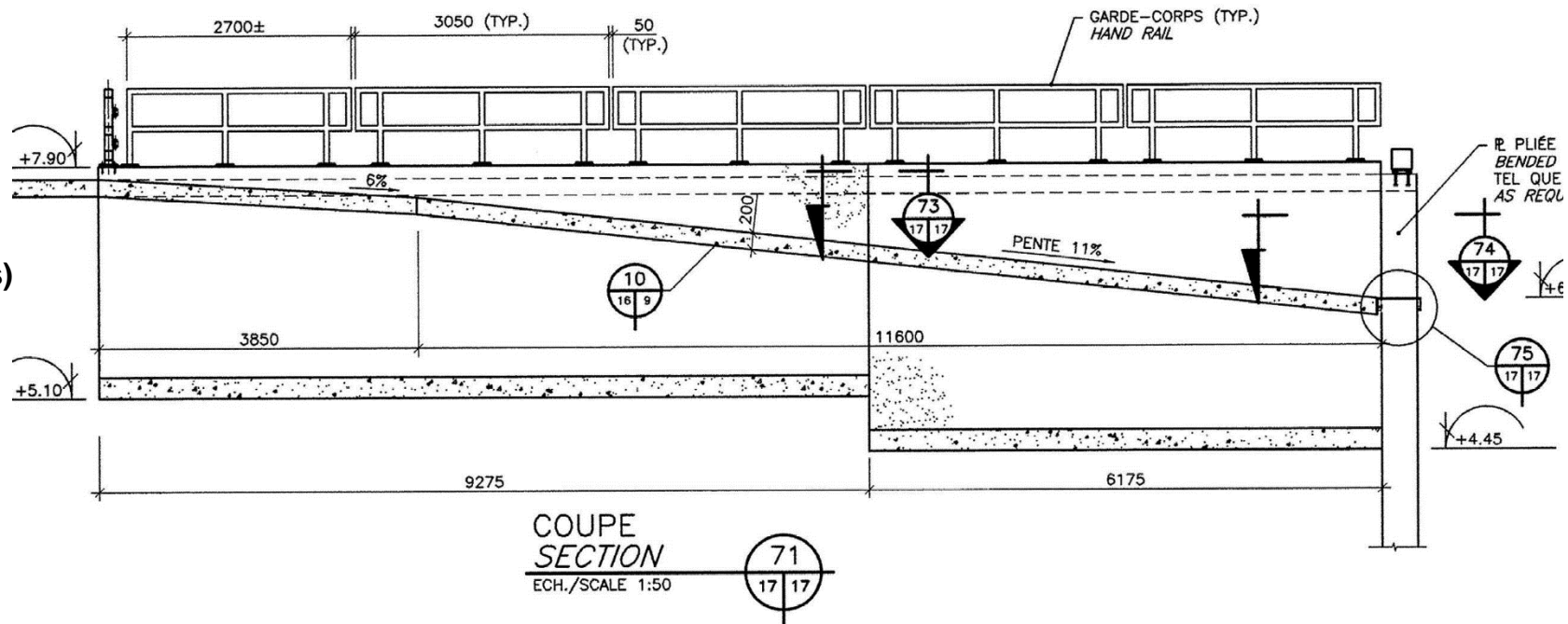


**Access ramp,
top view**

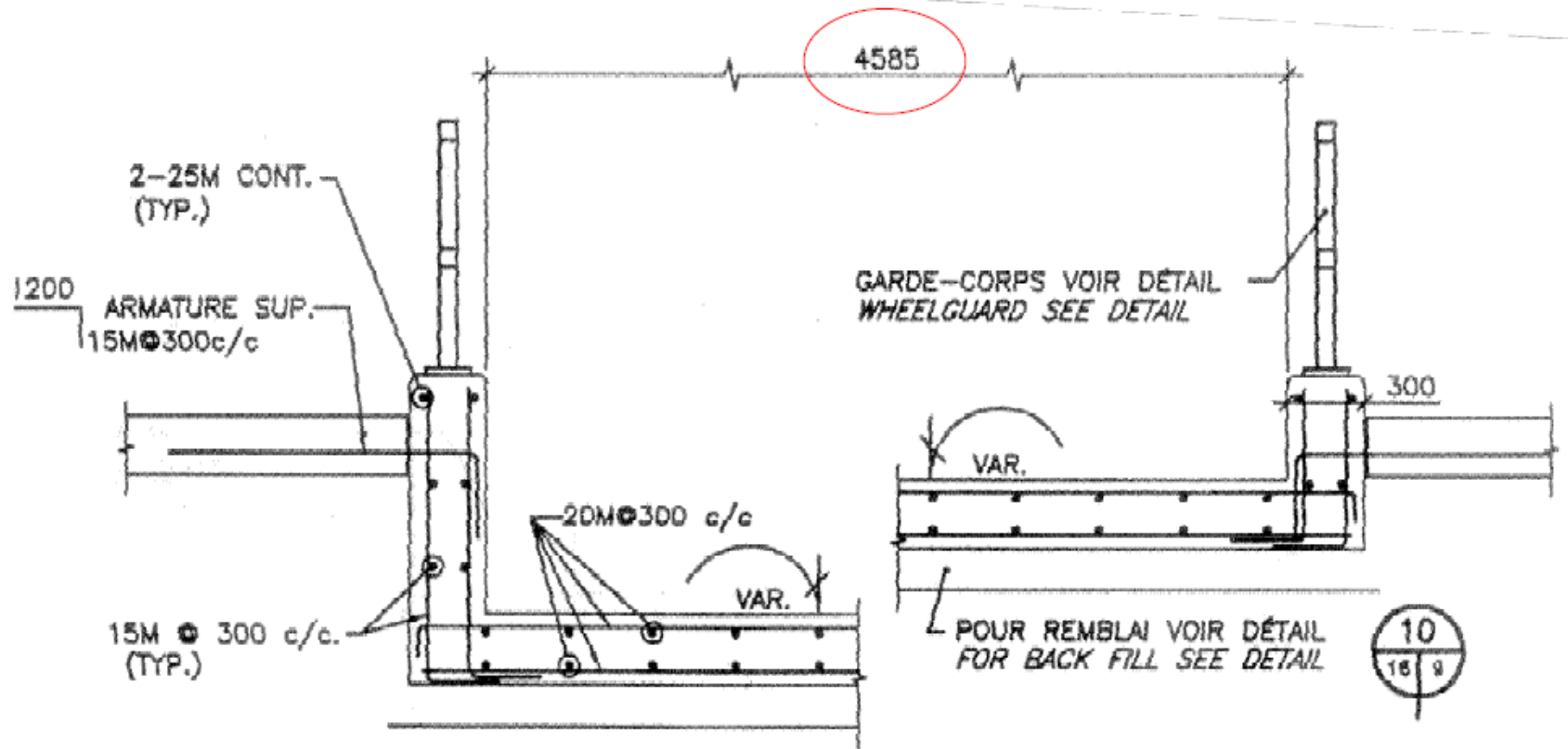


**Access ramp,
elevation view**

**(Length 15.45 metres)
Slopes 6% and 11%**



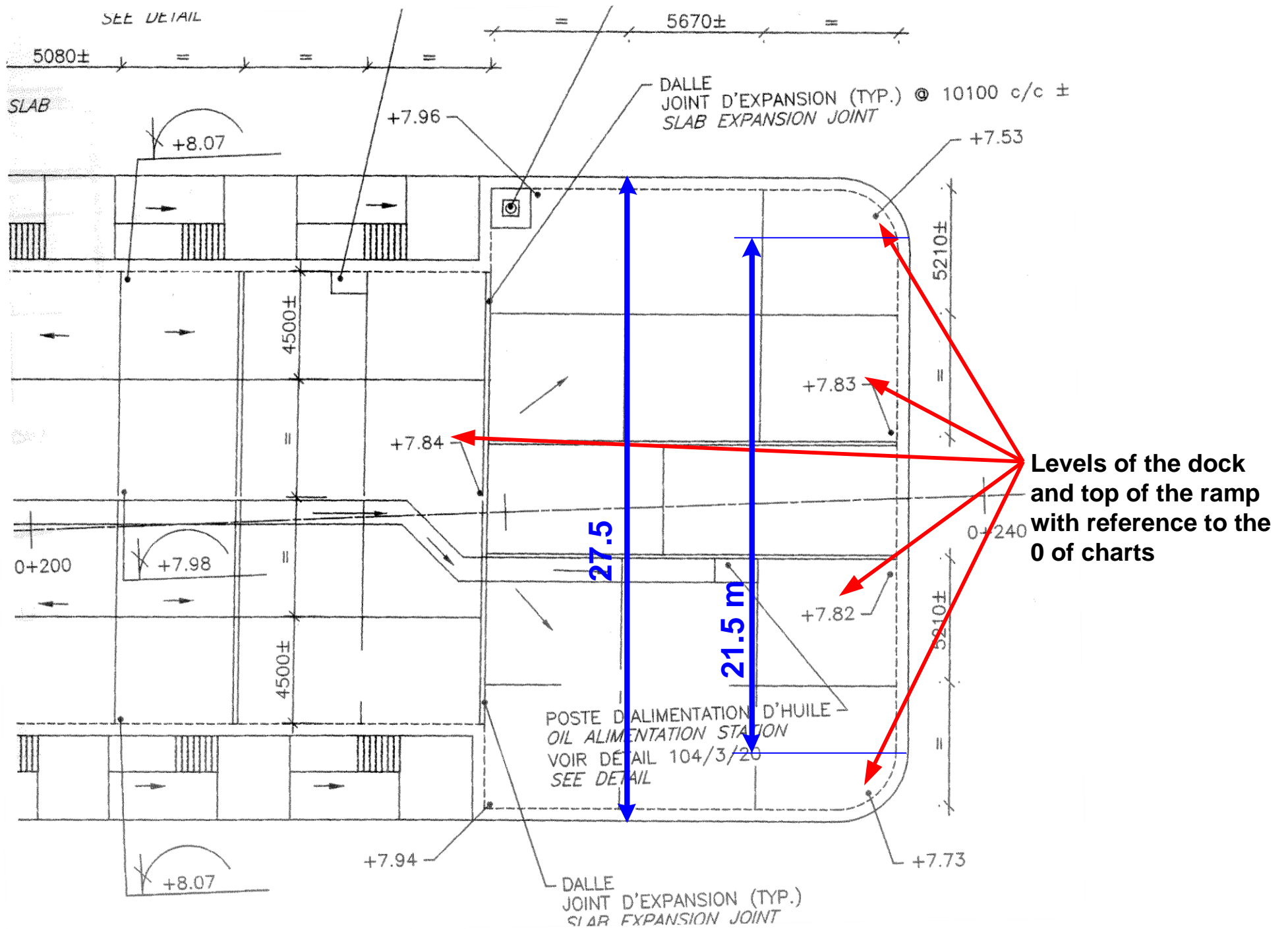
Access ramp, cross-section view (length 4.585 metres)



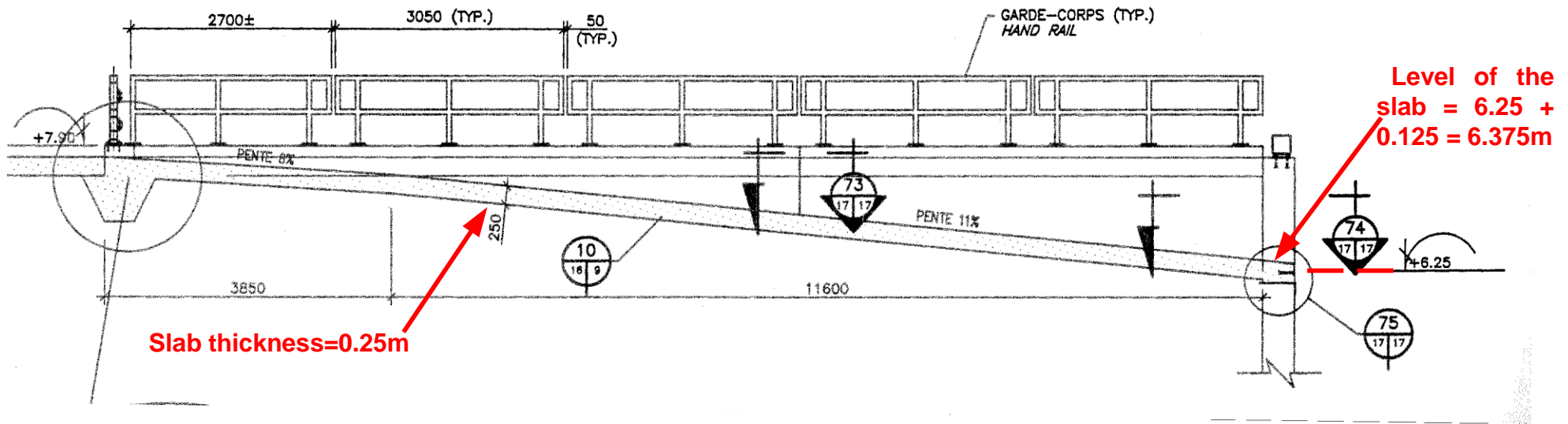
COUPE
SECTION

ECH./SCALE 1:25

72
17 17



Level of the concrete slab at the bottom of the ramp = 6.38 m



3 DÉFENSES TYPE 1 CHAQUE COIN (TYP.)
FENDERS AT EACH CORNER

BORNE D'AMARRAGE (TYP.)
BOLLARD

GARDE-ROUE EN ACIER (TYP.)
STEEL WHEELGUARD

DU QUAI
WHARF

VOIR DRAINAGE
SEE DRAINAGE

PARTIE EN COURBE
CURVED SECTION
(TYP.)

-5.50 ±

ECHELLE (TYP.)
LADDER

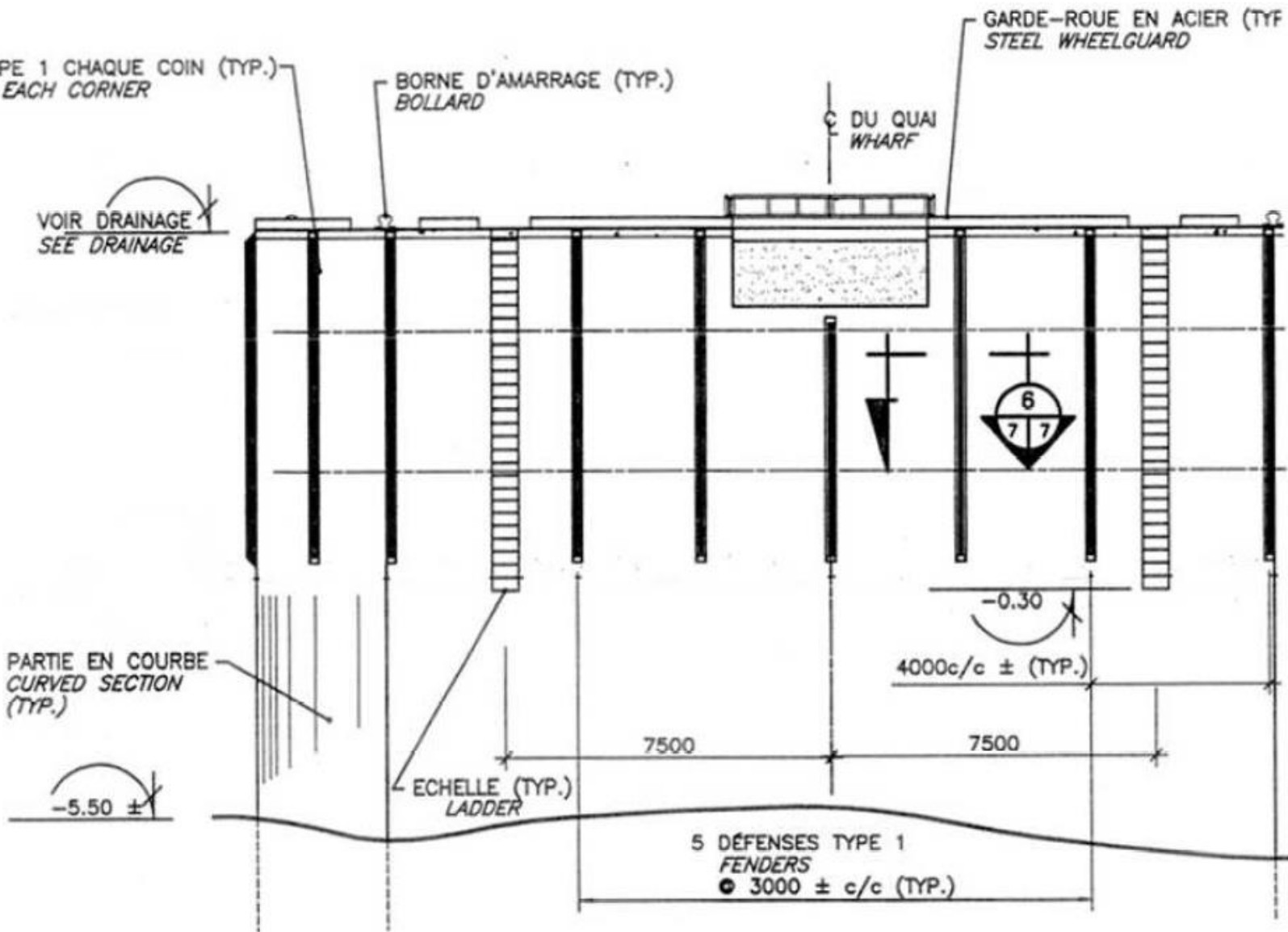
7500

7500

4000c/c ± (TYP.)

-0.30

5 DÉFENSES TYPE 1
FENDERS
● 3000 ± c/c (TYP.)



ANNEX 2: General description of the typical cargo

General description of the typical cargo:

LIQUID CARGO:

- Gas for vehicle in 45-gallon barrels.
- - Approximately 15 to 20 steel pallets of 4 barrels each annually
- Oil for the generators (3-4 barrels annually)

SOLID CARGO:

- Vehicles enter or leave the island occasionally
- Various construction materials (often wood, but also shingles, pipes, etc.)
- Sand or gravel in big bags
- Garbage to take away from the island (typically in wood boxes on a pallet)
- Different maintenance equipment or materials for the island.

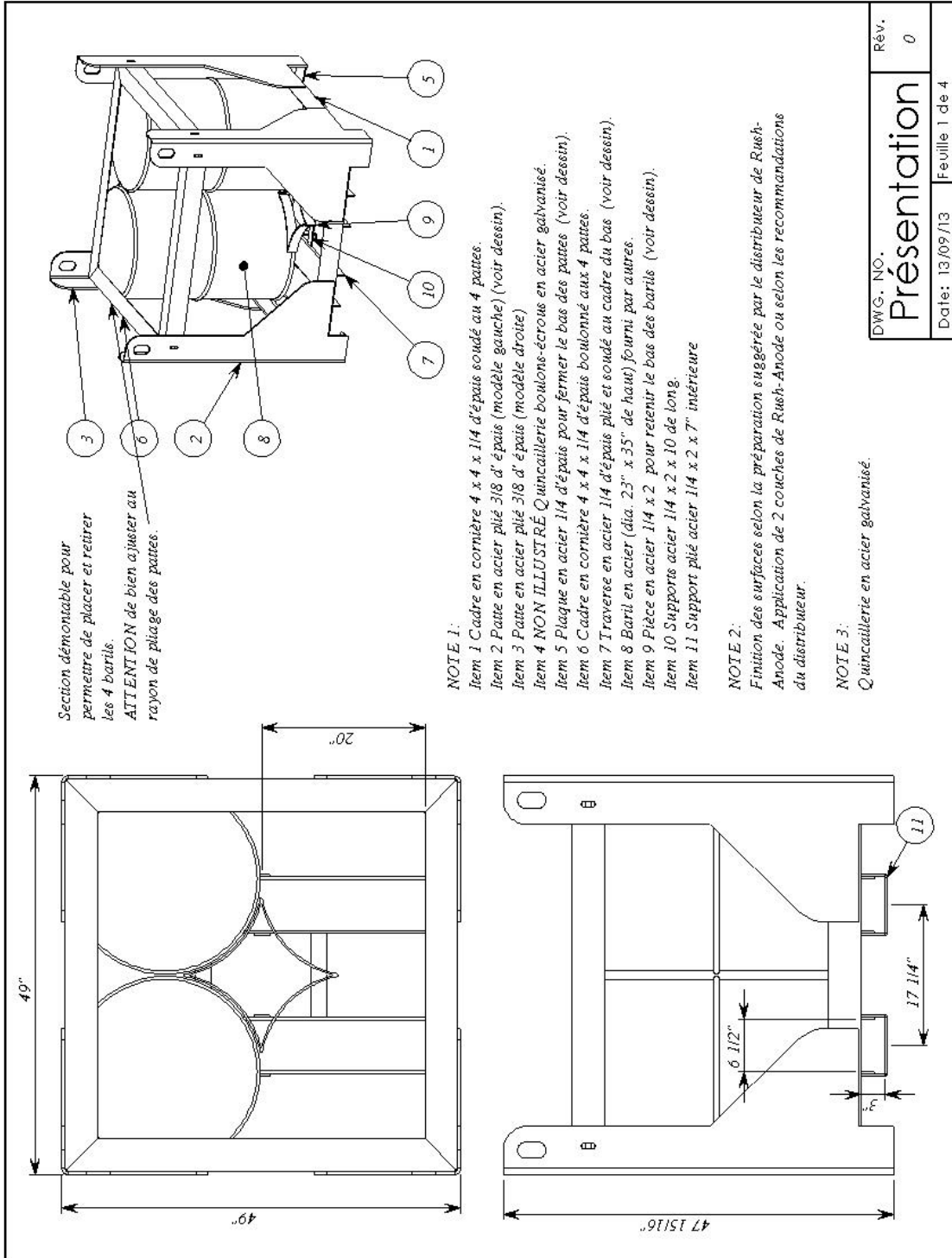
Typical shipment photos







ANNEX 3: Barrels. Diagram of metal pallets





N° de l'invitation - Solicitation No.

5P300-19-0284\A

N° de la modif - Amd. No.

000

Autorité contractante - Contracting Authority :

Michel Marleau

Titre – Title: Resupply of miscellaneous cargo and diesel fuel to grosse ile and the irish memorial NHS

ANNEX B

BASIS OF PAYMENT

Lump sum price

item	Description	Unit	Lump sum price					Average price from 2020 to 2025
			April 1, 2020 to March 31, 2021	April 1, 2021 to March 31, 2022	April 1, 2022 to March 31, 2023	April 1, 2023 to March 31, 2024 (OPTION)	April 1, 2024 to March 31, 2025 (OPTION)	
1	Resupply only 0 to 30 tonnes cargo	\$ (lump sum)						
2	Resupply only 30 to 100 tonnes cargo	\$ (lump sum)						
3	Resupply only 100 to 300 tonnes cargo Price is required only if service is available	\$ (lump sum)						
4	Resupply only 100,000 L diesel	\$ (lump sum)						
5	Resupply 100,000 L diesel and 0 to 30 tonnes cargo	\$ (lump sum)						
6	Resupply 100,000 L diesel and 30 to 100 tonnes cargo	\$ (lump sum)						
7	Resupply 100,000 L diesel and 100 to 300 tonnes cargo (Price is required only if service is available)	\$ (lump sum)						
8	Resupply only 50,000 L diesel	\$ (lump sum)						
9	Resupply 50,000 L diesel and 0 to 30 tonnes cargo	\$ (lump sum)						

N° de l'invitation - Solicitation No.

5P300-19-0284\A

N° de la modif - Amd. No.

000

Autorité contractante - Contracting Authority :

Michel Marleau

Titre – Title: Resupply of miscellaneous cargo and diesel fuel to grosse ile and the irish memorial NHS

Unit rate

item	Description	Unit	Unit rate					Average price from 2020 to 2025
			April 1, 2020 to March 31, 2021	April 1, 2021 to March 31, 2022	April 1, 2022 to March 31, 2023	April 1, 2023 to March 31, 2024 (OPTION)	April 1, 2024 to March 31, 2025 (OPTION)	
0 to 30 tonnes cargo								
101	Loading time for diesel in Quebec City (time with hose connected)	Unit rate (\$/h)						
102	Loading time for cargo in Quebec City with lifting equipment	Unit rate (\$/h)						
103	Additional loading and unloading time for cargo at Grosse île (unloading time for diesel must be included in the lump sum price. Loading and unloading of cargo will be done at the same time as Diesel is unloaded Only additional time, i.e. after diesel is unloaded, will be charged to Parks Canada Agency It is therefore possible that no hours are charged on this line if the cargo is ready before the Diesel unloading is complete.)	Unit rate (\$/h)						
104	Unloading time for material brought to Quebec City with lifting equipment	Unit rate (\$/h)						
Cargo from 30 to 300 tonnes (with 3 months' notice)								
105	Availability time for barge (30 to 100 tonnes) for loading at the dock at Quebec City	Unit rate (\$/h)						
106	Availability time for barge (100 to 300 tonnes) for loading at the dock at Quebec City. (Price is required only if service is available)	Unit rate (\$/h)						
107	Loading time for diesel in Quebec City (time with hose connected)	Unit rate (\$/h)						
108	Loading time for cargo in Quebec City with lifting equipment	Unit rate (\$/h)						
109	Additional loading and unloading time for cargo at Grosse île (unloading time for diesel must be included in the lump sum price. Loading and unloading of cargo will be done at the same time as Diesel is unloaded Only additional times i.e., after diesel is unloaded, will be charged to Parks Canada Agency It is therefore possible that no hours are charged on this line if the cargo is ready before the diesel unloading is complete.)	Unit rate (\$/h)						
110	Unloading time for material brought to Quebec City with lifting equipment	Unit rate (\$/h)						
Occasional additional (with 3 months' notice)								
201	Use of access ramp at Quebec City for loading or unloading cargo such as a vehicle	\$ (lump sum)						

N° de l'invitation - Solicitation No.

N° de la modif - Amd. No.

Autorité contractante - Contracting Authority :

5P300-19-0284\A

000

Michel Marleau

Titre – Title: Resupply of miscellaneous cargo and diesel fuel to grosse ile and the irish memorial NHS

**Appendix B-1
BASIS OF PAYMENT**

Estimate grid

item	Typical resupply	Qty *	Average price from 2020 to 2025	Price	Total price of a typical resupply	Qty *	Estimated total price for all resupplies from 2020 to 2025	
Estimated costs of a typical resupply of 100,000 L of diesel and 0 to 30 tonnes of cargo								
5	100,000 L of diesel and 0 to 30 tonnes of cargo	1		\$.....	\$.....	7	\$.....	
101	Loading time for diesel in Quebec City (time with hose connected)	4 hours		\$.....				
102	Loading time for cargo in Quebec City with lifting equipment	4 hours		\$.....				
103	Additional loading and unloading time for cargo at Grosse île	1 hour		\$.....				
104	Unloading time for material brought to Quebec City with lifting equipment	3 hours		\$.....				
Estimated cost of a typical resupply of 100,000 L of diesel and 30 to 100 tonnes of cargo								
6	100,000 L of diesel and 30 to 100 tonnes of cargo	1		\$.....	\$.....	3	\$.....	
105	Availability time for barge (30 to 100 tonnes) for loading at the dock at Quebec City	3 hours		\$.....				
107	Loading time for diesel in Quebec City (time with hose connected)	4 hours		\$.....				
108	Loading time for cargo in Quebec City with lifting equipment	8 hours		\$.....				
109	Additional loading and unloading time for cargo at Grosse île (unloading time for diesel must be included in the lump sum price. Loading and unloading of cargo will be done at the same time as Diesel is unloaded Only additional time, i.e., after diesel is unloaded, will be charged to Parks Canada Agency It is therefore possible that no hours are charged on this line if the cargo is ready before the diesel unloading is complete.)	4 hours		\$.....				
110	Unloading time for material brought to Quebec City with lifting equipment	4 hours		\$.....				
201	Use of an access ramp at Quebec City for loading or unloading cargo such as a vehicle	1		\$.....				
Total for evaluation of the best bid:								\$.....

Notes:

*** The quantiles indicated in the grid are for purposes of estimates only**

Please do not forget that the contractor must meet all compulsory technical evaluation criteria presented in the Annex

ANNEX C to PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?	Yes () No ()
--	----------------

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

ANNEX D to PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror’s organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier’s Legal Name:		
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier’s Legal Address:		
City:	Province / Territory:	Postal Code / ZIP Code:
Supplier’s Procurement Business Number (optional):		

List of Names

Name	Title

Titre – Title: Resupply of miscellaneous cargo and diesel fuel to grosse ile and the irish memorial NHS

Declaration

I, (name) _____, (position) _____, of

(supplier's name) _____, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Date

Please include with your bid or offer.

ANNEX E

Technical Evaluation

Mandatory Technical Criteria

Submissions must meet all of the mandatory technical criteria listed below. The bidder must provide the necessary documentation in its submission to demonstrate their compliance with these requirements.

Submissions that do not meet all the mandatory technical criteria will be declared inadmissible. Each mandatory technical criterion should be treated separately. The bidder must include the following in its bid:

ITEM	Compulsory technical criteria
1	<p>The bidder must demonstrate to the satisfaction of Parks Canada that he has experience in at least one comparable operation over the past three years. The bidder must include details including the date, client and operations performed.</p> <p>The following activities must have been performed as part of the comparable operation(s):</p> <ul style="list-style-type: none">- Docking and waiting at a wharf subject to tides-Transshipment of at least 50,000 L of diesel or gasoline in bulk- Unloading of cargo on at least 15 pallets
2	<p>The bidder must describe the type of equipment he plans to use to carry out a typical resupply of 100,000 L of diesel and 30 tonnes of cargo in a maximum of two trips. The bidder must also demonstrate that he can provide a 100-tonne barge if needed on prior notice of three months</p>
3	<p>The bidder must also demonstrate that he can provide a 100-tonne barge if needed on prior notice of three months</p>

*****MUST BE PROVIDE WITH THE BID*****

ANNEX “ F “

INSURANCE REQUIREMENT

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Marine liability insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.

2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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Quebec Regional Office (Ottawa),
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284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.